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30-105

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

H-34723D

Modification: No. 7

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The purpose of Modification No.7 is to provide incremental funding pursuant to the Limitation of Funds clause and the contractor's electronic message dated August 26, 2002. Therefore, the contract is modified in the following particulars:

- A. Under Clause 2, make the following modifications:
  - Under paragraph (a), increase the total sum allotted from \$3,638,199 by \$230,767 to \$3,868,966.
  - Under paragraph (a), reduce the remaining balance from \$3,000,261.99 by \$230,767 to \$2,769,494.99.
  - Under paragraph (a), revise the scheduled allotment date from October 8, 2002 to November 2, 2002.
  - Under paragraph (c), change the funded through date from October 8, 2002 to November 2, 2002.
- B. The modification made in A above is reflected in total on the changes pages enclosed herein. In order to reflect the changes made, the pages listed below are hereby deleted from, or added to, Delivery Order: H-34723D. A vertical change bar is included in the right margin in the specific area of change.

Page(s) Deleted 5-6

Page(s) Added 5-6

C. Except as provided herein, there are no other changes to Delivery Order H-34723D.

## SUPPLIES OR SERVICES AND PRICES/COSTS

## 1. FIRM FIXED PRICE

A. The total firm-fixed price of this GSA order for the applicable period is as follows:

ORDERING PERIOD	PERIOD COVERED	FIRM FIXED PRICE
Base Period	08/06/02 - 08/31/02	\$3,282,198.43
Option No. 1	09/01/02 - 08/31/03	\$3,356,262.56
Total		\$ 6,638,460.99

B. If the Government exercises any of its options pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

OPTION		PERIOD COVERED			FIRM FIX	ŒD	Status of		
							CE		Options
									Exercised
Option N	No.	3	09/01/04	_	08/31/05	\$3,440,	006.32	Not	Exercised
Option N	No.	4	09/01/05	-	08/31/06	\$3,483,	431.63	Not	Exercised

## 2. LIMITATION OF FUNDS

(a) Of the total price of the services identified as FFP, the sum of \$\frac{5}{3.868.966.00}\$ is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

## SCHEDULE FOR ALLOTTMENT OF FUNDS

<u>Date</u> <u>Amounts</u>

November 2, 2002 \$2,769,494.99

\*NOTE: THE IDIO PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL DELIVERY ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.

(b) The Contractor agrees to perform or have performed work as specified in the PWS up to the point at which if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the termination for Government clause notwithstanding.

- (c) 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until November 2, 2002.
- 2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amount payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- 3. (i) The notice shall state the estimated date when the point referred to in subparagraph (c)(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (c)(1) above, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (c)(1) above, or an agreed date substituted for it, advise the Contracting Officer of the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- 4. If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of subparagraphs (a) and (c) above shall apply to the additional funds and the substituted date pertaining to them, and the contract shall be modified accordingly.